

UNITED STATES DISTRICT COURT

DISTRICT OF NEW MEXICO

MARTHA C. MARCHAND,

Plaintiff,

vs.

05 NOV 15 PH 4:16  
CLERK ALBUQUERQUE  
CIV - 05NO1196 DJS LCS

LAW OFFICE OF CATHERINE SANCHEZ,  
CATHERINE SANCHEZ, and FRANCELLA WRIGHT,

Defendants.

**COMPLAINT FOR FDCPA VIOLATIONS**

I. Introduction

This is a lawsuit for damages for Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. (hereinafter "FDCPA"), which prohibits debt collectors from engaging in deceptive and unfair practices.

II. Jurisdiction

1. Jurisdiction of this court arises under 15 U.S.C. §1692k(d).

III. Parties

2. Plaintiff Martha C. Marchand was a resident of this District and at all times material hereto, was a resident of this District.

3. Defendant Catherine Sanchez is an attorney for Therapeutic Innovations and Sanchez has a law office in Albuquerque, New Mexico. Sanchez regularly attempts to collect debts alleged to be due another.

4. Defendant Francella Wright is an attorney in the Law Office of Catherine Sanchez and Wright regularly attempts to collect debts alleged to be due another.

IV. Facts

5. Plaintiff is a "consumer" as defined at 15 U.S.C. Section 1692a(3).
6. The obligation allegedly due Therapeutic Innovations by Plaintiff is a "debt" as defined at 15 U.S.C. Section 1692a(5).
7. Defendants are "debt collectors" as defined at 15 U.S.C. Section 1692a(6).
8. The Defendants regularly attempt to collect debts alleged to be due another.
9. The Defendants are debt collectors subject to the regulations of the Act.
10. Therapeutic Innovations ("TI") provided physical therapy services in 2002 to the Plaintiff for injuries that she received in a motor vehicle accident.
11. On August 5, 2004 Defendants sent out a letter in an attempt to collect a debt in the amount of \$2,339.27 for their client, Therapeutic Innovations ("TI"). See *Exhibit "A."*
12. Plaintiff paid the bill in full by having the two insurance companies involved in the MVA matter pay the bill. Specifically, on June 24, 2002 payment in the amount of \$672.56 was made towards Plaintiff's account by Hartford Insurance Company when a check was issued to TI. See *Exhibit "B"*.
13. The second and final payment was made by Safeco on September 9, 2004 in the amount of \$1,666.71 towards the remaining balance on Plaintiff's account with TI. See *Exhibit "C"*.
14. Accordingly, the total paid by the two insurance companies paid the account in full.
15. On or about June 27, 2005, Defendants filed a lawsuit in Bernalillo County Metropolitan Court, Case No. CV-07432-05, against Plaintiff Marchand for a debt allegedly due to Therapeutic Innovations. See *Exhibit "D."*

16. The Metro Court lawsuit falsely alleged that a debt of \$2,339.27 was due to TI by Plaintiff Marchand.

V. Defendants' Practices and Violations

17. The Defendants violated the Fair Debt Collection Practices Act (hereinafter "FDCPA"), 15 U.S.C. §1692 et seq., which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices.

18. The Defendants actions violated the FDCPA in that TI had billed the Plaintiff for \$2,339, and the Plaintiff paid TI in full via two insurance settlements. However, some nine months later, the Defendants filed a lawsuit against Plaintiff for the sum of \$2,339. The Defendants actions are a violation of, *inter alia*, §1692e(2)(A).

19. In the lawsuit, the Defendants allege that Plaintiff is liable for attorney's fees, costs, and interest. These claims for money damages and these allegations, jointly and separately, constitute a violation of the §1692e(2)(A).

20. Defendants' actions were intentional and reckless; therefore, punitive damages are requested.

21. Any Judgment in this matter should attach and be effective against Law Office of Catherine Sanchez to the extent it is a separate entity.

VI. Damages.

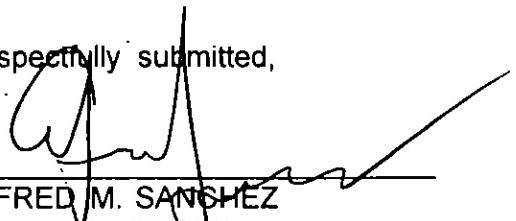
22. Plaintiff has incurred damages as result of Defendants' FDCPA violations. Plaintiff is self-employed (part-time) and has lost revenue as a result of having to defend herself in the lawsuit and attend Court hearings.

23. Plaintiff has also incurred attorney's fees in this matter and will incur further attorney's fees.

24. Plaintiff has incurred mental distress as a result of being sued by the Defendants.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against the Defendants for damages for Defendants' violations of the FDCPA, all damages set forth above, statutory damages, punitive damages, costs and reasonable attorney's fees pursuant to 15 U.S.C. §1692k, and for such other relief as may be just and proper.

Respectfully submitted,

  
ALFRED M. SANCHEZ  
Attorney for Plaintiff  
301 Gold Ave. SW, Ste. 202  
Albuquerque, NM 87102  
(505) 242-1979

**PLAINTIFF'S  
*EXHIBIT "A"***

*Law Offices of  
Catherine Sanchez P.C.  
Post Office Box 37290  
Albuquerque, New Mexico 87176*

Phone: (505) 875-1020  
Fax: (505) 875-1140

August 5, 2004

Martha C. Marchand  
2932 Brooksmoor Rd. SW  
Albuquerque NM 87121

RE: THERAPEUTIC INNOVATIONS Account

Dear Ms. Marchand :

This firm represents Therapeutic Innovations in connection with securing payment of \$2339.27 for services rendered to Martha C. Marchand by THERAPEUTIC INNOVATIONS .

We request that you forward a cashier's check or a money order for the balance due. By statute, interest accrues on open accounts starting thirty (30) days after the last date of service, and on the accounts stated from the date the balance is ascertained by the creditor. Payment should be tendered to this firm at the above address. If you are unable to comply with this request for payment in full, please contact Catherine Sanchez at 875-1020 in order to attempt to make satisfactory payment arrangements.

Unless you notify this office within thirty (30) days after receipt of this letter that the validity of this debt, or any portion of it is disputed, we will assume that the debt is valid. If you do notify us of a dispute, we will obtain verification of the debt and mail it to you. Also, upon your written request, within thirty (30) days, we will provide you with the name and address of the original creditor if different from the current creditor.

This firm is acting as a debt collector in this matter. This letter is an attempt to collect a debt, and any information obtained will be used for that purpose. Thank you for your cooperation and prompt attention to this matter.

Very truly yours,

LAW OFFICES OF CATHERINE SANCHEZ P.C.

By:

*Catherine Sanchez*  
Catherine Sanchez, Attorneys for  
THERAPEUTIC INNOVATIONS

803980.00

**PLAINTIFF'S  
EXHIBIT "B"**

**Martha C. Marchand**  
2932 Brooksmoor SW  
Albuquerque, New Mexico 87121

August 30, 2004

Catherine Sanchez  
Attorney at Law  
P.O. Box 37290  
Albuquerque, NM 87176

RE: Therapeutic Innovations Account

Dear Ms. Sanchez,

I acknowledge receipt of your letter of August 5, 2004 and I would like to clarify a few points for you.

- 1) The amount of \$2,339.27 claimed by Therapeutic Innovations is incorrect. I have been informed by The Hartford that a payment in the amount of \$672.56 was made by them on the account on 6/25/02. That reduces the amount claimed to \$1,666.71.
- 2) The last date of services rendered to me was 8/14/02 and yet I received a **one and only statement** of the account over a year later on 8/30/03. This is at the very least poor bookkeeping practice.
- 3) As requested by Safeco, I am forwarding all of the information I have. In addition, on 1/23/03, Safeco paid a fee to Therapeutic Innovations requesting records. I understand that a lien was not filed.

Waiting to hear from you in this matter, I remain,

Sincerely,

**Martha C. Marchand**

**PLAINTIFF'S  
*EXHIBIT "C"***

**SAFECO PROPERTY & CASUALTY INSURANCE COMPANIES**

SAFECO Insurance Company of America  
Central Region  
PO Box 461  
St. Louis, MO 63166

Phone: (800) 332-3226  
(541) 764-2695  
Fax: (866) 472-9217  
[www.safeco.com](http://www.safeco.com)

Mailing address:  
PO Box 461  
St. Louis, MO 63166

September 9, 2004

Therapeutic Innovations  
Attn: JC Garcia Billing department  
5800 Mcleod Ne Suite A  
Albuquerque, NM 87109

CC: MARTHA MARCHAND

Insured Name: Jeanette Armenta  
Policy Number: Y4772329  
Loss Date: March 26, 2002  
Claim Number: 622821171015  
Claimant: Martha Marchand

Dear Ms. Garcia:

We are issuing a check to you for \$1666.71. Enclosed is a copy of the payment log from Hartford Insurance which shows that a check for \$672.56 was issued to you on June 24, 2002.

We have deducted that amount from the total \$2339.27.

If you have any questions, please contact me.

Sincerely,

Phyllis Kelly  
Central Region  
SAFECO Insurance Company of America  
(800) 332-3226  
(541) 764-2695 Fax: (866) 472-9217  
[phykel@safeco.com](mailto:phykel@safeco.com)

Safeco

**Safeco Insurance Companies**  
**Home Office — Safeco Plaza, Seattle, Washington 98185**  
**Safeco Lloyds Insurance Company**  
**Home Office — 1600 N Collins Boulevard, Richardson, TX 75080**

**No. 4657396**

NOT VALID SIX MONTHS AFTER  
DATE **SEP 9, 2004**

1718 710-2332

*In payment of* MARTHA MARCHHAND PAY TO THE ORDER OF

PAY TO THE ORDER OF

## AMOUNT COVERAGE

## COVERAGE

DOLLARS      CENTS

1,666.71

AB<sup>I</sup>

THERAPEUTIC INNOVATIONS  
5800 MCLEOD RD NE STE A

INNOVATIONS  
SYSTEMS

#\*1,666,71

LOSS DATE: 03-26-02  
POLICY #04772329  
ONE THOUSAND SIX HUN  
DRED M

**THE NORTHERN TRUST COMPANY FOR MARCHAND, MARTHA-  
INSURED: ARMENTA, JEANETTE-  
CHARTER INSURANCE SERVICES INC  
07-0613 Q7A020B60328**

“0304566950”  
“1657396”

**PLAINTIFF'S**

***EXHIBIT "D"***

IN THE METROPOLITAN COURT  
COUNTY OF BERNALILLO  
STATE OF NEW MEXICO

No.

67-0743 2-05

THERAPEUTIC INNOVATIONS

Plaintiff,

vs.

Martha C. Marchand,

Defendant(s).

ENDORSED  
FILED IN THIS OFFICE

JUN 27 2005

CLERK-METROPOLITAN COURT

COMPLAINT FOR BREACH OF AGREEMENT  
AND FOR DEBT AND MONEY DUE

1. Plaintiff is a corporation which transacts business in interstate commerce.
2. On information and belief, Defendant(s) is/are a resident of the County of Bernalillo, State of NM.
3. Defendant Martha C. Marchand did enter into an agreement with Plaintiff for services.
4. Plaintiff did extend to Defendant Martha C. Marchand credit, cash loans, or advances, with Defendant Martha C. Marchand account and record of account to be relied upon at trial.
5. Pursuant to the approval of Defendant Martha C. Marchand for the extension of credit, Plaintiff did establish an account upon its books and records.
6. Plaintiff extended credit to Defendant Martha C. Marchand in various amounts.

7. After all credits and offsets, Defendant Martha C. Marchand indebted to Plaintiff in the amount of \$2339.27.

8. Defendant's failure to pay as agreed pursuant to the terms and conditions of the agreement constitutes a material breach of said agreement.

9. Although due demand has been made upon Defendant Martha C. Marchand to pay said sum, said Defendant Martha C. Marchand failed and refused to do so.

10. Plaintiff is entitled to reasonable attorneys' fees and costs expended herein, plus interest at the rate of fifteen percent (15%) per annum.

11. Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgement or verification. If you make a written request within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

WHEREFORE, Plaintiff demands judgment against Defendant(s) for \$2339.27 plus interest, attorney's fees and costs of suit.

LAW OFFICES OF CATHERINE SANCHEZ

By: Francella Wright  
Francella Wright  
Attorneys for Plaintiff  
P.O. Box 37290  
Albuquerque, NM 87176-7290  
Telephone: (505) 875-1020

803980.00